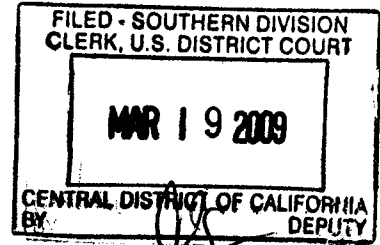


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Standard Insurance Company and Pacific Life  
Insurance Company Long Term Disability Plan



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

William F. Whalen,

Plaintiff,

v.

Standard Insurance Company and  
Pacific Life Insurance Company Long  
Term Disability Plan,

Defendants.

Case No. SACV08-00878 DOC (MLGX)

~~[PROPOSED]~~ STIPULATED  
PROTECTIVE ORDER

**ORDER**

GOOD CAUSE APPEARING, and pursuant to the agreement of the parties  
and their Stipulation For [Proposed] Protective Order, the following protective  
order shall be in force in this matter:

~~[PROPOSED]~~ STIPULATED PROTECTIVE  
ORDER

1 1. DEFINITIONS

2 1.1 Party: any party to this action, including all of its officers, directors,  
3 employees, consultants, retained experts, and outside counsel (and their support  
4 staff).

5 1.2 Disclosure or Discovery Material: all items or information, regardless  
6 of the medium or manner generated, stored, or maintained (including, among other  
7 things, testimony, transcripts, or tangible things) that are produced or generated in  
8 disclosures or responses to discovery in this matter.

9 1.3 "Confidential" Information or Items: information (regardless of how  
10 generated, stored or maintained) or tangible things that qualify for protection under  
11 standards developed under F.R.Civ.P. 26(c).

12 1.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items:  
13 extremely sensitive "Confidential Information or Items" whose disclosure to  
14 another Party or nonparty would create a substantial risk of serious injury that could  
15 not be avoided by less restrictive means.

16 1.5 Receiving Party: a Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

18 1.6 Producing Party: a Party or non-party that produces Disclosure or  
19 Discovery Material in this action.

20 1.7 Designating Party: a Party or non-party that designates information or  
21 items that it produces in disclosures or in responses to discovery as "Confidential"  
22 or "Highly Confidential — Attorneys' Eyes Only."

23 1.8 Protected Material: any Disclosure or Discovery Material that is  
24 designated as "Confidential" or as "Highly Confidential – Attorneys' Eyes Only."

25 1.9. Outside Counsel: attorneys who are not employees of a Party but who  
26 are retained to represent or advise a Party in this action.

27 1.10 House Counsel: attorneys who are employees of a Party.

28 1.11 Counsel (without qualifier): Outside Counsel and House Counsel (as

1 well as their support staffs).

2 1.12 Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
4 an expert witness or as a consultant in this action and who is not a past or a current  
5 employee of a Party or of a competitor of a Party and who, at the time of retention,  
6 is not anticipated to become an employee of a Party or a competitor of a Party. This  
7 definition includes a professional jury or trial consultant retained in connection with  
8 this litigation.

9 1.13 Professional Vendors: persons or entities that provide litigation  
10 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
11 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)  
12 and their employees and subcontractors.

## 13 2. SCOPE

14 The protections conferred by this Stipulation and Order cover not only  
15 Protected Material (as defined above), but also any information copied or extracted  
16 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus  
17 testimony, conversations, or presentations by parties or counsel to or in court or in  
18 other settings that might reveal Protected Material.

## 19 3. DURATION

20 Even after the termination of this litigation, the confidentiality obligations  
21 imposed by this Order shall remain in effect until a Designating Party agrees  
22 otherwise in writing or a court order otherwise directs.

## 23 4. DESIGNATING PROTECTED MATERIAL

### 24 4.1 Exercise of Restraint and Care in Designating Material for Protection.

25 Each Party or non-party that designates information or items for protection  
26 under this Order must take care to limit any such designation to specific material  
27 that qualifies under the appropriate standards. A Designating Party must take care  
28 to designate for protection only those parts of material, documents, items, or oral or

1 written communications that qualify – so that other portions of the material,  
2 documents, items, or communications for which protection is not warranted are not  
3 swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations  
5 that are shown to be clearly unjustified, or that have been made for an improper  
6 purpose (e.g., to unnecessarily encumber or retard the case development process, or  
7 to impose unnecessary expenses and burdens on other parties), expose the  
8 Designating Party to sanctions.

9 If it comes to a Party's or a non-party's attention that information or items  
10 that it designated for protection do not qualify for protection at all, or do not qualify  
11 for the level of protection initially asserted, that Party or non-party must promptly  
12 notify all other parties that it is withdrawing the mistaken designation.

13 4.2 Manner and Timing of Designations. Except as otherwise provided in  
14 this Order (see, e.g., second paragraph of section 4.2(a), below), or as otherwise  
15 stipulated or ordered, material that qualifies for protection under this Order must be  
16 clearly so designated before the material is disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (apart from transcripts of  
19 depositions or other pretrial or trial proceedings), that the Producing Party affix the  
20 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'  
21 EYES ONLY" at the top of each page that contains protected material. If only a  
22 portion or portions of the material on a page qualifies for protection, the Producing  
23 Party also must clearly identify the protected portion(s) (e.g., by making  
24 appropriate markings in the margins) and must specify, for each portion, the level  
25 of protection being asserted (either "CONFIDENTIAL" or "HIGHLY  
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY").

27 A Party or non-party that makes original documents or materials  
28 available for inspection need not designate them for protection until after the

1 inspecting Party has indicated which material it would like copied and produced.  
2 During the inspection and before the designation, all of the material made available  
3 for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS'  
4 EYES ONLY." After the inspecting Party has identified the documents it wants  
5 copied and produced, the Producing Party must determine which documents, or  
6 portions thereof, qualify for protection under this Order, then, before producing the  
7 specified documents, the Producing Party must affix the appropriate legend  
8 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
9 ONLY") at the top of each page that contains protected Material. If only a portion  
10 or portions of the material on a page qualifies for protection, the Producing Party  
11 also must clearly identify the protected portion(s) (e.g., by making appropriate  
12 markings in the margins) and must specify, for each portion, the level of protection  
13 being asserted (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
14 ATTORNEYS' EYES ONLY").

15 (b) for testimony given in deposition or in other pretrial or trial  
16 proceedings, that the Party or non-party offering or sponsoring the testimony  
17 identify on the record, before the close of the deposition, hearing, or other  
18 proceeding, all protected testimony, and further specify any portions of the  
19 testimony that qualify as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
20 ATTORNEYS' EYES ONLY." When it is impractical to identify separately each  
21 portion of testimony that is entitled to protection, and when it appears that  
22 substantial portions of the testimony may qualify for protection, the Party or non-  
23 party that sponsors, offers, or gives the testimony may invoke on the record (before  
24 the deposition or proceeding is concluded) a right to have up to 20 days to identify  
25 the specific portions of the testimony as to which protection is sought and to specify  
26 the level of protection being asserted ("CONFIDENTIAL" or "HIGHLY  
27 CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only those portions of the  
28 testimony that are appropriately designated for protection within the 20 days shall

1 be covered by the provisions of this Stipulated Protective Order.

2 Transcript pages containing Protected Material must be separately  
3 bound by the court reporter, who must affix to the top of each such page the legend  
4 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
5 ONLY," as instructed by the Party or nonparty offering or sponsoring the witness  
6 or presenting the testimony.

7 (c) for information produced in some form other than documentary,  
8 and for any other tangible items, that the Producing Party affix in a prominent place  
9 on the exterior of the container or containers in which the information or item is  
10 stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
11 ATTORNEYS' EYES ONLY." If only portions of the information or item warrant  
12 protection, the Producing Party, to the extent practicable, shall identify the  
13 protected portions, specifying whether they qualify as "Confidential" or as "Highly  
14 Confidential – Attorneys' Eyes Only."

15 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
16 failure to designate qualified information or items as "Confidential" or "Highly  
17 Confidential – Attorneys' Eyes Only" does not, standing alone, waive the  
18 Designating Party's right to secure protection under this Order for such material. If  
19 material is appropriately designated as "Confidential" or "Highly Confidential –  
20 Attorneys' Eyes Only" after the material was initially produced, the Receiving  
21 Party, on timely notification of the designation, must make reasonable efforts to  
22 assure that the material is treated in accordance with the provisions of this Order.

## 23 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 5.1 Timing of Challenges. Unless a prompt challenge to a Designating  
25 Party's confidentiality designation is necessary to avoid foreseeable substantial  
26 unfairness, unnecessary economic burdens, or a later significant disruption or delay  
27 of the litigation, a Party does not waive its right to challenge a confidentiality  
28 designation by electing not to mount a challenge promptly after the original



1 designation is disclosed.

2 5.2 Meet and Confer. A Party that elects to initiate a challenge to a  
3 Designating Party's confidentiality designation must do so in good faith and must  
4 begin the process by conferring directly (in voice to voice dialogue; other forms of  
5 communication are not sufficient) with counsel for the Designating Party. In  
6 conferring, the challenging Party must explain the basis for its belief that the  
7 confidentiality designation was not proper and must give the Designating Party an  
8 opportunity to review the designated material, to reconsider the circumstances, and,  
9 if no change in designation is offered, to explain the basis for the chosen  
10 designation. A challenging Party may proceed to the next stage of the challenge  
11 process only if it has engaged in this meet and confer process first.

12 5.3 Judicial Intervention. A Party that elects to press a challenge to a  
13 confidentiality designation after considering the justification offered by the  
14 Designating Party may file and serve a motion that identifies the challenged  
15 material and sets forth in detail the basis for the challenge. Each such motion must  
16 be accompanied by a competent declaration that affirms that the movant has  
17 complied with the meet and confer requirements imposed in the preceding  
18 paragraph and that sets forth with specificity the justification for the confidentiality  
19 designation that was given by the Designating Party in the meet and confer  
20 dialogue.

21 The burden of persuasion in any such challenge proceeding shall be on the  
22 Designating Party. Until the court rules on the challenge, all parties shall continue  
23 to afford the material in question the level of protection to which it is entitled under  
24 the Producing Party's designation.

## 25 6. ACCESS TO AND USE OF PROTECTED MATERIAL

26 6.1 Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a non-party in connection with this  
28 case only for prosecuting, defending, or attempting to settle this litigation. Such

1 Protected Material may be disclosed only to the categories of persons and under the  
 2 conditions described in this Order. When the litigation has been terminated, a  
 3 Receiving Party must comply with the provisions of section 10, below (FINAL  
 4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
 6 location and in a secure manner that ensures that access is limited to the persons  
 7 authorized under this Order.

8 6.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 10 Receiving Party may disclose any information or item designated  
 11 CONFIDENTIAL only to:

12 (a) the Receiving Party's Outside Counsel of record in this action, as  
 13 well as employees of said Counsel to whom it is reasonably necessary to disclose  
 14 the information for this litigation and who have signed the "Agreement to Be  
 15 Bound by Protective Order" that is attached hereto as Exhibit A;

16 (b) the officers, directors, and employees (including House Counsel) of  
 17 the Receiving Party to whom disclosure is reasonably necessary for this litigation  
 18 and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit  
 19 A);

20 (c) experts (as defined in this Order) of the Receiving Party to whom  
 21 disclosure is reasonably necessary for this litigation and who have signed the  
 22 "Agreement to Be Bound by Protective Order" (Exhibit A);

23 (d) the Court and its personnel;

24 (e) court reporters, their staffs, and professional vendors to whom  
 25 disclosure is reasonably necessary for this litigation and who have signed the  
 26 "Agreement to Be Bound by Protective Order" (Exhibit A);

27 (f) during their depositions, witnesses in the action to whom disclosure  
 28 is reasonably necessary and who have signed the "Agreement to Be Bound by



Protective Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author of the document or the original source of the information.

6.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is attached hereto as Exhibit A;

(b) House Counsel of a Receiving Party to whom disclosure is reasonably necessary for this litigation and who has signed the “Agreement to be Bound by Protective Order” (Exhibit A);

(c) Experts (as defined in this Order) to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A).

(d) the Court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A); and

(f) the author of the document or the original source of the information.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

1 If a Receiving Party is served with a subpoena or an order issued in other  
 2 litigation that would compel disclosure of any information or items designated in  
 3 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
 4 ATTORNEYS’ EYES ONLY,” the Receiving Party must so notify the Designating  
 5 Party, in writing (by fax, if possible) immediately and in no event more than three  
 6 court days after receiving the subpoena or order. Such notification must include a  
 7 copy of the subpoena or court order.

8 The Receiving Party also must immediately inform in writing the Party who  
 9 caused the subpoena or order to issue in the other litigation that some or all the  
 10 material covered by the subpoena or order is the subject of this Stipulated  
 11 Protective Order. In addition, the Receiving Party must deliver a copy of this  
 12 Stipulated Protective Order promptly to the Party in the other action that caused the  
 13 subpoena or order to issue.

14 The purpose of imposing these duties is to alert the interested parties to the  
 15 existence of this Stipulated Protective Order and to afford the Designating Party in  
 16 this case an opportunity to try to protect its confidentiality interests in the court  
 17 from which the subpoena or order issued. The Designating Party shall bear the  
 18 burdens and the expenses of seeking protection in that court of its confidential  
 19 material – and nothing in these provisions should be construed as authorizing or  
 20 encouraging a Receiving Party in this action to disobey a lawful directive from  
 21 another court.

#### 22 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
 24 Protected Material to any person or in any circumstance not authorized under this  
 25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
 26 writing the Designating Party of the unauthorized disclosures, (b) use its best  
 27 efforts to retrieve all copies of the Protected Material, (c) inform the person or  
 28 persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the "Acknowledgment and  
2 Agreement to Be Bound" that is attached hereto as Exhibit A.

3 9. FILING PROTECTED MATERIAL.

4 If material designated "CONFIDENTIAL" or "CONFIDENTIAL:  
5 ATTORNEYS EYES ONLY" under this Order will be filed with any court or the  
6 content of such materials described with specificity in any filing with any court,  
7 such filings shall be marked as set forth in this Order and shall be filed in a separate  
8 sealed envelope marked "File Under Seal -- Subject to Stipulated Protective Order"  
9 and kept under seal, subject to the approval of the court. To the extent such  
10 materials are filed under seal with this Court, no further application, order or  
11 approval shall be required to file such material under seal under Local Civil Rule  
12 79-5.1. When possible, only "Confidential" portions of filings shall be filed under  
13 seal.

14 10. FINAL DISPOSITION.

15 Unless otherwise ordered or agreed in writing by the Producing Party, within  
16 sixty days after the final termination of this action, each Receiving Party must  
17 return all Protected Material to the Producing Party. As used in this subdivision,  
18 "all Protected Material" includes all copies, abstracts, compilations, summaries or  
19 any other form of reproducing or capturing any of the Protected Material. With  
20 permission in writing from the Designating Party, the Receiving Party may destroy  
21 some or all of the Protected Material instead of returning it. Whether the Protected  
22 Material is returned or destroyed, the Receiving Party must submit a written  
23 certification to the Producing Party (and, if not the same person or entity, to the  
24 Designating Party) by the sixty day deadline that identifies (by category, where  
25 appropriate) all the Protected Material that was returned or destroyed and that  
26 affirms that the Receiving Party has not retained any copies, abstracts,  
27 compilations, summaries or other forms of reproducing or capturing any of the  
28 Protected Material. Notwithstanding this provision, Counsel are entitled to retain


1 an archival copy of all pleadings, motion papers, transcripts, legal memoranda,  
2 correspondence or attorney work product, even if such materials contain Protected  
3 Material. Any such archival copies that contain or constitute Protected Material  
4 remain subject to this Stipulated Protective Order as set forth in Section 3  
5 (DURATION), above.

6 11. MISCELLANEOUS

7 11.1 Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the Court in the future.

9 11.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in  
12 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
13 any ground to use in evidence of any of the material covered by this Protective  
14 Order.

15 DATED: 3/19/09

  
16  
17 ~~DAVID O. CARTER~~  
18 ~~UNITED STATES DISTRICT JUDGE~~

19 MARC L. GOLDMAN  
20 U. S. MAGISTRATE JUDGE  
21  
22  
23  
24  
25  
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28

**EXHIBIT "A"**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, hereby state and declare that I have read and understand the Stipulated Protective Order of the United States District Court for the Central District of California ("USDC CD CA") in the matter of William F. Whalen v. Standard Insurance Company, et al.; Case No. SA CV08-00878 DOC (MLGX). I hereby agree to fully comply with the terms and conditions thereof and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to the Stipulated Protective Order to any person or entity except in strict compliance with the provisions of the Stipulated Protective Order.

I further consent to the jurisdiction of the USDC of the Central District of California with respect to enforcement of the Stipulated Protective Order.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_,  
[City]

\_\_\_\_\_  
[State]

By: \_\_\_\_\_

Name: \_\_\_\_\_